



# ***REQUEST for PROPOSALS***

***07-OOS-HFAL-1***

## **Review of Health Facility Construction Plans For Life Safety Code Compliance**

***September 26, 2006***

### **ISSUED BY:**

New Hampshire Department of Health and Human Services  
Office of Operations Support, Health Facilities Administration – Licensing  
129 Pleasant Street  
Concord, New Hampshire 03301-3857

### **CONTACT:**

John Martin  
Telephone: 603-271-4305  
Facsimile: 603-271-5590  
E-mail: [jmartin@dhhs.state.nh.us](mailto:jmartin@dhhs.state.nh.us)

## ***RFP 07-OOS-HFAL-01***

### **Review of Health Facility Construction Plans For Life Safety Code Compliance**

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## **SECTION 1 OVERVIEW**

### **1.1 INTRODUCTION**

The purpose of this RFP is to procure the services of a contractor to review health care facility construction and renovation plans for compliance with the State Fire Code and other construction codes as specified by the State of New Hampshire. The time period for the delivery of these services is from the date of Governor and Council approval through June 30, 2007.

### **1.2 PROJECT OVERVIEW**

The Bureau of Health Facilities Administration - Licensing (hereinafter "HFA-L" or "Department") is responsible for the licensure or certification of the state's health care facilities. Examples of regulated entities include nursing homes, hospitals, assisted living facilities, and ambulatory surgical facilities. Under the authority granted by RSA 151:6,II, the HFA-L reviews construction plans and, reviews completed construction projects for compliance with the state State Fire Code as adopted under the authority of Saf-C 6000. The Department estimates that there will be approximately 400 hours of plans review to be completed under this contract.

## **SECTION 2 SCOPE OF WORK**

### **2.1 SPECIFICATIONS**

- a. A Contract or multiple contracts will be awarded to the bidder deemed to be the most capable and price efficient in assisting the Department with tasks described in this Section. At a minimum, the operational requirements detailed below shall be specifically addressed in a written proposal and performed by the successful bidder under any Contract resulting from this RFP.
- b. The Contractor shall be responsible for communicating with the Department and for responding to any Department requests for additional information necessary to support the Contractor's interpretations or conclusions.
- c. The Contractor shall complete the following primary objectives:
  1. Review health facility and long term care facility construction plans for compliance with various construction codes as directed by the Department;
  2. Prepare plan review reports, provide expert consultation, make recommendations, and offer appropriate professional advice as directed; and
  3. Meet with Department representatives as required for project updates and as necessary to review the Contractor's findings.
  4. Appear at Administrative Hearings as directed by Department.

### **2.2 CONSTRUCTION PLAN ANALYSIS AND INTERPRETATION**

Bidders responding to this RFP shall describe their experience with and ability to review construction plans for compliance with the State Fire Code and other codes as specified in Section 2.3.d. below.

## **2.3 PROJECT DELIVERABLES**

- a.** Meetings with the Department periodically during the project period to explain code interpretations and answer questions.
- b.** Provide the following services:
  - 1.1. Review construction or renovation plans for residential care and health care facilities as directed by the Department.
  - 1.2. Plans shall be reviewed to determine compliance with one or more of the following codes and regulations as specified by the Department:
    - 1.2.1 NFPA 1, 2003 edition or currently adopted.
    - 1.2.2 NFPA 101, 2003 edition or currently adopted.
    - 1.2.3 State Fire Code, including but not limited to the requirements of Saf-C-6000.
    - 1.2.4 Chapter He-P 800 of the New Hampshire Administrative Rules.
    - 1.2.5 International Building Code, 2000 edition or currently adopted.
    - 1.2.6 American Institute of Architects, Academy of Architecture for Health. "Guidelines for the Construction of Hospitals and Health Care Facilities".
  - 1.3. The successful bidder shall prepare written plan review reports in a format approved by the Department describing any areas of non-compliance with the codes or regulations set forth under 1.2. above, and shall forward said plan review reports to the Department.
  - 1.4 The successful bidder shall review each plan and prepare the plan review report either within 30 days of receipt of the plan or in accordance with a time schedule approved in advance by the Department.
  - 1.5 The successful bidder shall maintain documentation of all communications with architects, construction company personnel and facility owners. This documentation shall be submitted along with the plan review reports required under paragraph 1.3 above.
  - 1.6 The successful bidder shall, upon request of the Department, provide testimony at administrative hearings or during other proceedings relative to the successful bidder's findings.

## **2.4 CONFIDENTIAL INFORMATION**

The bidder agrees that all information obtained and that all plan review reports completed during this procurement are considered confidential and that no information gathered or reviews completed by the bidder shall be released without prior consent of the Department. The bidder shall maintain in confidence all Department information that becomes available to the bidder in connection with its services under any Contract resulting from this RFP and shall use such information only for providing services under the Contract. All reviews conducted by the bidder in performance of the Contract shall be and remain the property of the Department, except to the extent that the Department releases such plan review reports to the public. This section shall survive the termination of the Contract.

## **2.5 OWNERSHIP of INFORMATION**

- a. Any information or construction plans provided by the Department in accordance with this RFP or any Contract resulting from this RFP shall remain the property of the State of New Hampshire.
- b. At the Department's request, the Contractor shall provide the Department with access to all State-owned documents, materials, reports and work in progress relating to any Contract resulting from this RFP. Upon expiration or termination of a Contract with the Department, the Contractor shall turn over to the Department all state-owned documents, reports, spreadsheets, and work in progress relating to the Contract at no additional cost to the Department. All material provided must be in both printed and electronic format, to the extent that both printed and electronic format were originally available.

## **2.6 TERM**

The Contract resulting from this RFP shall become effective on the date of approval by Governor and Council and run through June 30, 2007. The Department will be under no obligation to reimburse the Contractor for any work undertaken by the Contractor prior to the effective date of the Contract.

## **2.7 WARRANTY**

The Contractor must guarantee to have the services performed and reports specified by any Contract resulting from this RFP completed and delivered in accordance within the specified time frames. Should it fail to do so, and the acts or omissions of the Department did not cause the failure, then the Contractor will be liable for any additional costs to the Department to assure that the reviews are completed and delivered within agreed upon timeframes.

## **2.8 INVOICES AND PAYMENTS**

- a. The Contractor shall invoice the Department for services performed in accordance with the Contract on no less than a monthly basis. The invoice shall identify the deliverables specified by the Contract, the delivery date, and itemized price of each deliverable.
- b. Prices contained in the successful bidder's cost proposal shall be guaranteed for the term of the Contract.
- c. The Contractor and the Department shall each designate a contact person to resolve any questions or discrepancies regarding invoices. The Contractor shall provide the Department with the name, mailing address, e-mail address, and telephone number of the contact person. The Department shall provide the Contractor with the name, mailing address, e-mail address, and telephone number of the Department's contact person.

- d. The Department may withhold fifteen percent of any payment for deliverables received under the Contract until 30 days after the satisfactory completion and acceptance of all deliverables and may withhold two percent of the maximum price of the contract until 30 days after the satisfactory completion of the work or June 30, 2007, whichever comes first. If at any time during the term of the Contract, in the sole judgment of the Department, the Contractor is non-compliant with the terms and conditions of the Contract resulting from this RFP and/or the approved *Scope of Work*, the Department shall have the right to withhold all further scheduled payments and provide the Contractor with a list of specific issues that must be satisfactorily addressed. All payments withheld by the Department shall be released upon determination by the Department that the conditions causing non-compliance are corrected and remedied to the satisfaction of the Department.
- e. The Contractor shall list a price per hour for the services set forth in Section 2.3.b. of this RFP. The Contractor's quoted hourly rate must be fixed for the term of the engagement, unless otherwise amended and approved in advance by the Governor and Executive Council.

## **2.9 ADDITIONAL PROVISIONS**

### **a. Compliance With Law**

The Contractor agrees to comply with all statutes, laws, regulations and orders of Federal, State, County, or Municipal authorities that impose any obligation or duty upon the Contractor.

### **b. Contractor Personnel**

- 1. The Contractor shall agree that employees of the Contractor, if any, shall perform all services required by the Contract, or by Department approved subcontractors. The Contractor shall guarantee that all personnel providing the services required by the Contract are qualified to perform their assigned tasks.
- 2. The Department shall be advised of, and approve in writing, at least ten days in advance of such change, any permanent or temporary changes to or deletions from the Contractor's management, supervisory, or key professional personnel, who directly impact the deliverables to be provided under the Contract.

### **c. Subcontractors**

All proposed subcontractors shall be identified by the bidder in their written proposal. The Contractor shall not assign or transfer any interest in the Contract between the Department and the Contractor without the prior written consent of the Department. The Contractor shall not subcontract any provision of the Contract to subcontractors not identified in their written proposal without the prior written consent of the Department.

### **d. Contractor Responsibilities**

The Department shall be responsible for notifying the Contractor of any policy or procedural changes affecting the contracted deliverables at least 30 days prior to the implementation of such policy or procedure. The Contractor shall implement the changes on the date specified by the Department.

## SECTION 3 PROPOSAL REQUIREMENTS

### 3.1 REQUEST FOR PROPOSAL GUIDELINES

#### 3.1.1 Communication

From the issue date of this RFP until a Contractor is selected, and approved by the Governor and Executive Council, bidders shall not communicate with any Department staff, other than the identified contact person in the RFP, relative to the bid or bidding process for this RFP. Bidders may send written questions to the contact person listed below by mail, e-mail, or FAX no later than October 4, 2006 at 2:30 PM. Written responses will be published on the DHHS website at <http://www.dhhs.nh.gov/DHHS/OBO/LIBRARY/RFP/default.htm> on the web page associated with this RFP no later than 2:30 PM on October 10, 2006. Failure to comply with this communication restriction may result in a bidder being deemed non-compliant with the RFP and disqualified from the bidding process. Submit all communication to:

NH Department of Health and Human Services,

Health Facilities Administration – Licensing

Attn: Wendy Smigelski

129 Pleasant Street

Concord, NH 03301-3857

Telephone: 603-271-4471

Facsimile: 603 271-4968

Email: [wsmigelski@dhhs.state.nh.gov](mailto:wsmigelski@dhhs.state.nh.gov)

#### 3.1.2 Procurement Timetable

The procurement schedule is cited below.

RFP Released	September 26, 2006
Deadline for Receipt of Bidder Questions	October 4, 2006 no later than 2:30 PM
Publication Date of Answers	October 10, 2006
Deadline for Proposal Receipt	October 18, 2006 no later than 4:30 PM
Proposal Evaluation Completed	October 28, 2006
Contractor Selection	November 1, 2006
Contract Start Date	Date of G&C Approval

#### 3.1.3 Letter of Protest

Any bidder who contends it is adversely affected by the RFP, or by the rules of procurement, shall file a written *Notice of Protest* with the Contact Person within nine calendar days from the RFP Release Date. A *Notice of Protest* must be received by DHHS no later than September 29, 2006, at 2:30 PM. DHHS shall render a decision no later than October 13, 2006.

#### 3.1.4 Proposals

- a. The cost for the development of a proposal is the sole responsibility of a bidder.

- b. All proposals submitted to the Department in response to this RFP become the property of the State of New Hampshire upon receipt and shall be subject to public disclosure as required by Federal and State statutory authority, particularly, by RSA Chapter 91-A, New Hampshire's "Right-to-Know Law." Responses to this *Request for Proposals* shall be initially disclosed to the Evaluation Committee only. No information will be available for public disclosure until after this procurement is completed.
- c. The Department is not liable for any errors or omissions in a bidder's proposal.
- d. The bidder's proposal shall acknowledge acceptance of all terms and conditions contained within the State of New Hampshire Standard Contract (Form P-37). See Section 3.3.b for additional detail regarding requirements for contract related exhibits and forms.
- e. One original proposal, identified as such, plus two copies of the proposal, identified as such, shall be submitted.
- f. Proposals shall be received at the following address not later than 4:30 PM on October 18, 2006:

New Hampshire Department of Health and Human Services  
Attn: John B. Martin  
129 Pleasant Street, Brown Building  
Concord, New Hampshire 03301-3857

Proposals received after the specified date and time shall be deemed non-compliant with this RFP and shall be returned to the bidder.

- g. Proposals delivered to the Department shall be clearly marked "**Life Safety Code Compliance Review Proposal Enclosed**".
- h. The Department reserves the right to reject any proposals deemed non-responsive to the requirements set forth in this RFP. An Evaluation Committee comprised of Department staff will evaluate the compliant proposals. If a proposal is selected, representatives of the bidder will be invited to sign a Contract. The Contract shall be effective upon the date of approval by the Governor and Executive Council of the State of New Hampshire.

### 3.2 PROPOSAL FORMAT

- a. Bidders shall submit a proposal that adheres to the format and outline specified below. All proposals shall be concise, well organized and provide sufficient detail to enable the Evaluation Committee to clearly determine the prices and benefits of a bidder's offering. If company literature or other publications are attached to the proposal, and intended for use in direct response to a requirement, the response shall include reference to a document name and page number. The Department reserves the right to reject all proposals deemed not in compliance with Section 3.2.
- b. The required proposal format is as follows:

*Cover Page*  
*Transmittal Letter*  
*Table of Contents*



Section 1:	Executive Summary of Proposal
Section 2:	Bidder Profile
Section 3:	Subcontractor Profile (if applicable)
Section 4:	Bidder Qualifications and Experience
Section 5:	Personnel Resumes (Key Personnel)
Section 6:	Detailed Response & Scope of Work
Section 7:	Cost Proposal
Section 8:	Letters of Reference & Financial Reports

### 3.3 PROPOSAL DESCRIPTION

- a. The first page of the bidder's proposal shall be a cover page containing the words:

**STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH and HUMAN SERVICES  
HEALTH FACILITIES ADMINISTRATION - LICENSING**

**Review of Health Facility Construction Plans for Life Safety Code Compliance**

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Additionally, the bidder's name and address shall be included on the cover page.

- b. Proposals shall be accompanied by a *Transmittal Letter* signed in ink by an official of the bidding entity who is authorized to bind the bidder to the provisions of the proposal. The *Transmittal Letter* shall be a formal letter from the bidder prepared in a standard business format on letterhead stationary. The letter shall identify an authorized representative of the bidder who is responsible for all matters relating to the RFP. A mailing address, telephone number, FAX number and e-mail address of this authorized representative shall be included. The *Transmittal Letter* shall include the following statement:

*"The bidder acknowledges that the bidder has read the New Hampshire Standard Form Contract (Form P-37) and all applicable exhibits and forms for a contract resulting from this RFP, understands them, agrees to all terms and conditions, and, if selected, will provide all applicable exhibits and forms required to execute a contract with original signatures to execute a contract".<sup>1</sup>*

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<sup>1</sup> A selected bidder will be required to execute several Exhibits and Forms to complete the DHHS contract process. Required Exhibits and Forms for any contract depend on a variety of factors including vendor type and program or service type. DHHS will identify the specific Forms and Exhibits required for the contract related to this RFP after bidder selection. Samples of all contract Exhibits and Forms potentially required to execute a contract are available for preview on the DHHS website at: <http://www.dhhs.nh.gov/DHHS/OBO/LIBRARY/Form/contract-forms.htm>. Bidders without Internet access that wish to preview sample contract Exhibits and Forms should call the designated DHHS Contact Person for this RFP.

ALL contracts require an executed NH General Agreement, P-37. The P-37 is included in the samples of Exhibits and Forms available on the website or upon request. All proposals submitted in response to this RFP must include a statement as indicated in Section 3.3.b that the vendor can and will agree to and comply with the terms of the P-37. **Changes to the current liability as defined in the State of New Hampshire Standard Contract (Form P-37) will be entertained on a case by case basis only.**

- c. A *Table of Contents* shall identify the topics contained in the proposal and the page number locations of these topics.
- d. The *Executive Summary* shall summarize the proposed services to be performed by the bidder.
- e. The *Bidder Profile* shall provide a general organization overview, number of employees, and an organization chart, as applicable.
- f. A *Subcontractor Profile* shall be provided if the bidder proposes to employ a subcontractor or subcontractors to perform part of the work specified in the RFP. This profile shall identify the subcontractor(s) and describe their background and experience in the specific part of the work the subcontractor will be employed to perform. The *Subcontractor Profile* shall also provide a general organization overview, number of employees, and an organization chart, if applicable.
- g. The *Bidder Qualifications and Experience* shall provide a comprehensive and detailed description of the services offered by the bidder. This section also describes the bidder's specific knowledge, background and experience in the review of construction plans for compliance with life safety code requirements and should include documentation of the bidder's experience in working with other clients relevant to the tasks required by this RFP. This section shall include a specific demonstration of:
  - o the bidder's overall ability to perform the required services.
  - o the education, experience, degrees, licenses and/or certifications that qualify the bidder or the bidder's employees to perform the work.
- h. Proposals shall contain *Resumes* of key personnel who shall have primary responsibility for the delivery of contracted services.
- i. The *Detailed Response and Scope of Work* shall respond to all of the requirements contained in Section 2 of this RFP.
- j. The *Detailed Response and Scope of Work* shall be submitted in the format outlined below. This format is non-negotiable. This section shall address each of the following points, and include a description of how the bidder proposes to:
  1. *Review construction plans for compliance with specific codes as directed by the Department.*
  2. *Consult with HFA-L staff on code compliance questions as requested by the Department*
  3. *Prepare construction plan review reports within 30 days of receipt of a plan or as otherwise directed by the Department.*
  4. *Provide testimony during various proceedings as requested by the Department.*
- k. Proposals shall contain two *Letters of Reference* containing the name, address and phone number for the individual providing the reference. References should include government agencies, businesses, or nonprofit or educational organizations currently or recently receiving the services of the bidder. Letters shall be prepared in a standard business format and submitted on letterhead stationary. The Department may contact the references directly when evaluating the Proposals.  
**Please note the restrictions of Paragraph 3.1.1.**

- I. Bidders shall submit a *Cost Proposal* for a firm fixed price per hour of service provided.
  1. Bids shall remain in effect for a period of 120 days after the deadline for the submission of bids, and thereafter until a bidder withdraws it, or a Contract is approved by the Governor and Executive Council, whichever occurs first.
  2. The bidder's quoted hours and hourly rates must be fixed for the term of the engagement, unless otherwise amended.

### **3.4 EXECUTED DOCUMENTS**

In addition to any other requirements in this RFP, the bidder shall provide all documents that are part of this proposal with original signatures in ink, signed by the Corporate Officer duly authorized to execute said documents. Exhibits and forms that will be required to execute a contract are described with the signature requirements in Section 3.3.b of this RFP.

### **3.5 CANCELLATION OF PROCUREMENT**

The Department reserves the right to cancel this RFP at any time.

## **SECTION 4 GENERAL TERMS AND CONDITIONS**

### **4.1 GOVERNING LAW**

Any legal proceedings against the State of New Hampshire regarding this RFP or any resultant Contract shall be brought in State administrative or judicial forums. Venue shall be in Merrimack County, New Hampshire.

### **4.2 CONFLICT OF INTEREST**

The Bidder represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of its services hereunder.

### **4.3 OFFER OF GRATUITIES OR KICKBACKS**

It is a breach of ethical standards for a payment, gratuity, or offer of employment to be made by or on behalf of the Contractor. The State of New Hampshire may terminate any Contract if it is determined that gratuities of any kind were offered by and/or received by any official, employee, or agent of the Contractor.

## **SECTION 5 PROPOSAL EVALUATIONS**

## 5.1 EVALUATION OF PROPOSALS

- a. The Department shall conduct a comprehensive, fair, and impartial evaluation of proposals received in response to this RFP.
- b. The hourly rate quoted in the proposal shall not be the sole determining factor for selection of a Contractor. Completeness and thoroughness of the proposal, the *Bidder Qualifications and Experience* and the *Detailed Response and Scope of Work* offered by the bidder, shall be given appropriate weight as determined by the Department. In addition, demonstrated experience and knowledge in the provision of facility construction reviews in NH, and transferable knowledge and experience shall be given appropriate weight, as determined by the Department.

## 5.2 EVALUATION COMMITTEE

An Evaluation Committee of Department staff shall be established to review, evaluate, and recommend a Contractor. The Evaluation Committee shall be responsible for the review and scoring of all proposals received by the Department that are compliant with the RFP. The Evaluation Committee shall be responsible for selecting a proposal and recommending a contractor to the OOS Senior Division Director and the Commissioner of the Department. The Contact Person, or his/her designee, shall notify the selected bidder, and the non-selected bidders, in writing, after a contractor has been executed with final approval by the Governor and Executive Council.

The Evaluation Team shall score compliant proposals. Points to be awarded for each section of the RFP are identified below.

- a. **The Cover Page, Transmittal Letter, and Table of Contents shall be awarded no points.**  
*The Cover Page, Transmittal Letter, and Table of Contents assist reviewers to evaluate, track and maintain consistent organization of a proposal. Proposals lacking a Cover Page, Transmittal Letter and Table of Contents will not be reviewed.*
- b. **The Executive Summary shall be awarded no points.**  
*The Executive Summary assists reviewers to evaluate a proposal. Proposals lacking an Executive Summary will not be reviewed.*
- c. **The Detailed Response and Scope of Work shall be awarded up to 30 points.**  
*The proposal is programmatically relevant and supports the goals and priorities described in the RFP. The program structure/plan of operation and roles of program staff are clearly and concisely described. All staff is listed with titles, job responsibilities and resumes are included. How progress toward meeting objectives will be measured and reported is included.*
- d. **The Cost Proposal shall be awarded up to 30 points.**  
*The budget is appropriate in relation to proposed activities is reasonable, clearly justified, and consistent with intended use.*
- e. **The Bidder Qualifications and Experience shall be awarded up to 40 points.**  
*How the overall program and services offered by the bidder relate to the services and priorities described in the RFP. The experience and capacity of the bidder to provide the services is well-documented including overall ability to perform the technical aspects of the program, availability of qualified and experienced personnel, adequacy of plans for administration and oversight of service deliver, and adequacy of resources to carry out the service.*

The points awarded will be totaled to determine the ranking of proposals. Recommendations and appropriate documentation will be conveyed to the OOS Senior Division Director and the Commissioner of the Department.

The Commissioner of the Department shall make the final selection of the successful proposal. Once the Contract has been signed, following established procedures, the Contract shall then be presented to the Governor and Executive Council of the State of New Hampshire for final approval. This Contract, and all obligations of the parties hereunder, shall become effective on the date of Governor and Executive Council of the State of New Hampshire approve the Contract. No Contract shall be effective until approved by the Governor and Executive Council.